

**LOWER SILVER CREEK TRAIL REACH 7 –  
SILVERSTONE PLACE**

**BID DOCUMENTS**

BID OPENING

3:00 P.M.

**Thursday, May 28, 2009**

**Bidder:** Joseph J. Albanese, Inc.



**PROPOSAL TO CITY OF SAN JOSE**  
**FOR**  
**LOWER SILVER CREEK TRAIL REACH 7 -**  
**SILVERSTONE PLACE**

Name of Bidder: Joseph J. Albanese, Inc.

The representations herein are made under penalty of perjury.

To: The City of San Jose, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on April 24, 2009, entitled LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE and the Specifications approved by the Director of Public Works on April 24, 2009, entitled LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE on file in the office of the Director of Public Works of the City of San Jose in City Hall, San Jose, California; that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San Jose, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

"See Attached"

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished





## **Jos. J. Albanese, Inc.**

*Concrete Construction* CONTRACTORS LICENSE NO. 299880

[www.jjalbanese.com](http://www.jjalbanese.com)

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986 Walsh Avenue Santa Clara, CA 95050-2649 or  
P.O. Box 667 Santa Clara, CA 95052-0667

408-727-5700  
Fax 408-727-0366

John L. Albanese, President

Kevin J. Albanese, Vice President/COO/Acting Secretary

David V. Alaimo, CFO









in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San Jose, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A "List of Subcontractors".
3. A "Statement of Bidder's Experience".

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.



## NONCOLLUSION AFFIDAVIT

Project Title: LOWER SILVER CREEK TRAIL REACH 6 - SILVERSTONE PLACE, being first duly sworn,  
deposes and says that he/she is John L. Albanese, President  
(print name)

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on 05/27/2009

Joseph J. Albanese, Inc.

Legal Company Name

Corporation

Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 003404209

Expiration Date: 06/30/2009

State Contractor Lic. No.: 299880

Classification: A,B,C8,C12,C21,C29,C50,C61/D06

Expiration Date: 12/31/2009

Federal I. D. No.: 94-2247579

Address: 986 Walsh Avenue

Santa Clara, CA 95050

By: John L. Albanese  
Title: John L. Albanese, President

Telephone: 408-727-5700

### NOTARY

On 5/27/09 before me, ELIZABETH JANAY LOPEZ, NOTARY PUBLIC, personally appeared  
(name and title of officer)

JOHN L. ALBANESE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Elizabeth Janay Lopez  
Notary Public

(Seal)



1. 1997年12月1日以前，在《中国图书分类法》第四版的基础上，对《中国图书分类法》进行了修订，形成了《中国图书分类法》第五版。

## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Joseph J. Albanese, Inc. as PRINCIPAL,  
and Travelers Casualty & Surety Company of America, a corporation duly organized under the  
laws of the State of Connecticut and duly licensed to become sole surety on bonds  
required or authorized by the State of California, as SURETY, are held and firmly bound unto the  
City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE  
TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the  
City of San Jose, for the work described below; for the payment of which sum in lawful money of  
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators  
and successors, jointly and severally, firmly by these presents. In no case shall the liability of the  
Surety hereunder exceed the sum of Ten Percent of Bid DOLLARS (\$  
10% ).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for  
certain construction specifically described as follows, for which bids are to be opened in the Office  
of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA  
95113, on May 28, 2009 for LOWER SILVER CREEK TRAIL REACH 7 – SILVERSTONE  
PLACE.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time  
and manner required under the specifications, after the prescribed forms are presented to Principal  
for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and  
files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance  
policies with the City, all as required by the specifications and the contract or by law, then the  
obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety  
and its bond shall be in no way impaired or affected by any extension of the time within which the  
Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the  
Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to  
be fixed by the court.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 18th  
day of May, 20 09.

PRINCIPAL

SURETY

Joseph J. Albanese, Inc.

Travelers Casualty & Surety

Company of America

Legal Company Name

Legal Company Name

Indicate Type of Entity  
Corporation

By 

Title: Kevin J. Albanese, VP/COO

By 

Title: Anna Sweeten-Attorney in Fact

By \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)





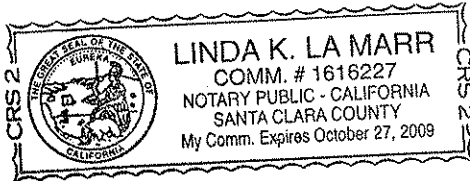
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

On May 18, 2009 before me, Linda K. LaMarr, Notary Public,

personally appeared Anna Sweeten



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Linda K. LaMarr

SIGNATURE OF NOTARY PUBLIC

PLACE NOTARY SEAL ABOVE

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### DESCRIPTION OF ATTACHED DOCUMENT

Title of Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### CAPACITY(IES) CLAIMED BY SIGNER(S)

SIGNER'S NAME: \_\_\_\_\_

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S) \_\_\_\_\_

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER : \_\_\_\_\_

SIGNER IS REPRESENTING \_\_\_\_\_

SIGNER'S NAME: \_\_\_\_\_

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S) \_\_\_\_\_

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER : \_\_\_\_\_

SIGNER IS REPRESENTING \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

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RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220072

Certificate No. 002862908

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

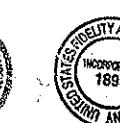
Richard S. Svec, Anna Sweeten, Linda K. LaMarr, and Michael J. Heffernan

of the City of San Jose, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 5th day of March, 2009.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: \_\_\_\_\_

George W. Thompson, Senior Vice President

On this the 5th day of March, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

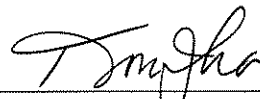
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of May, 20 09

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Santa Clara

On 05/21/09 before me, Christine Musitano, Notary Public,  
(Here insert name and title of the officer)

personally appeared Kevin J. Albanese,

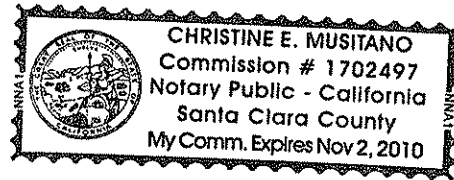
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Christine Musitano*

Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### DESCRIPTION OF THE ATTACHED DOCUMENT

Title of Type of Document: Bid Bond - Lower Silver Creek Trail Reach 7

Document Date: 05/18/09 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### CAPACITY (IES) CLAIMED BY THE SIGNER(S)

- ☐ Individual(s)  
☒ Corporate Officer  
    VP/COO  
    (Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

<b>RIGHT THUMBPRINT OF SIGNER</b>
Top of thumb here

- ☐ Individual(s)  
☐ Corporate Officer  
    \_\_\_\_\_  
    (Title)  
☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

<b>RIGHT THUMBPRINT OF SIGNER</b>
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# LIST OF SUBCONTRACTORS

Joseph J. Albanese, Inc.

Designation of Subcontractors as required in Section 2-1.15A of the City of San Jose Standard Specifications, July 1992.

DATE OF SERVICE CONTRACT		LOCATION OF PROJECT		TYPE OF BUSINESS	
Cohen Landscape		San Jose		Landscape	
Signal Electric		San Jose		Electrical	
Chrip Co.		Fremont		Striping	
Wilson Surveying		<del>Los</del> Atascadero		Surveying	





## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

**PROJECT NAME**

**AGENCY/ENTITY**

**CONTRACT AMOUNT**

"See Attached"



## **STATEMENT OF BIDDER'S EXPERIENCE**

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

**PROJECT NAME**

**AGENCY/ENTITY**

**CONTRACT AMOUNT**

" See Attached"





# Jos. J. Albanese, Inc.

Concrete Construction CONTRACTORS LICENSE NO. 299880

www.jjalbanese.com

986 Walsh Avenue Santa Clara, CA 95050-2649 or  
P.O. Box 667 Santa Clara, CA 95052-0667

408-727-5700  
Fax 408-727-0366

## LIST OF CURRENT PROJECTS

1.

Name of Project: Mills Peninsula Hospital  
Project's Address: 1783 El Camino Real, Burlingame  
Owner: Mills Peninsula Health Services  
Architect: Anshen & Allen Architects  
General Contractor: Turner Construction  
Contact Name/Number: Chuck Burda  
Contract Amount: \$13,716,300.00  
Scope of Work: Site and Structural concrete  
Scheduled Completion: 2010

2.

Name of Project: Laguna Honda Hospital Replacement  
Project's Address: 375 Laguna Honda Blvd., San Francisco  
Owner: City & County of San Francisco and Laguna Honda Hospital  
Architect: Anshen & Allen Architects  
General Contractor: Turner Construction  
Contact Name/Number: Bob Diaz (Turner) (510) 267-9196  
Contract Amount: \$10,253,038.00  
Scope of Work: Rebar, walls, earth work, demo, grading and paving  
Scheduled Completion: 2010

3.

Name of Project: Christopher High School/Christopher HS Sitework  
Project's Address: 850 Day Road, Gilroy  
Owner: Gilroy Unified School District  
Architect: \_\_\_\_\_  
General Contractor: Gilbane Building Company  
Contact Name/Number: Henry Harbinson/Bill Gibson (408) 847-8195  
Contract Amount: \$5,98,873.00/\$4,693,617.00 (2 Contracts)  
Scope of Work: Rebar, Foundations, Slab on Grade, Footings, Slabs on Deck, Stairs, Sidewalks, curbs, seat walls, paving, tennis and basketball Courts, fencing, drains, bands, retaining walls, track paving, Striping, staking, grading and rock  
Scheduled Completion: \_\_\_\_\_

4.

Name of Project: Cal Poly Student Housing North  
Project's Address: Poly Canyon Village, San Luis Obispo  
Owner: California State University Trustees on behalf of the State of California  
Architect: Niles Bolton Associates  
General Contractor: Clark Construction Group  
Contact Name/Number: Brian Hirsch (805) 756-5517  
Contract Amount: \$4,004,129.00  
Scope of Work: Trash enclosures, footings, slabs, CIP stairs and columns, vertical curbs, curb & gutter, valley gutters, handicap ramps, truncated domes, driveways, concrete paving, pool deck, seat walls, bands, pavers and saw cutting  
Scheduled Completion: June 2009





# Jos. J. Albanese, Inc.

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986 Walsh Avenue Santa Clara, CA 95050-2649 or  
P.O. Box 667 Santa Clara, CA 95052-0667

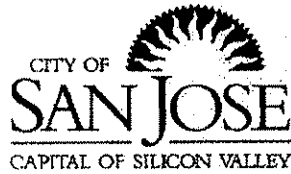
408-727-5700  
Fax 408-727-0366

## LIST OF RECENTLY COMPLETED PROJECTS

1.  
Name of Project: CSU Fresno Library Addition  
Project's Address: 5200 N. Barton Avenue, Fresno  
Owner: California State University Trustees on behalf of the State of California  
Architect: A.C. Martin Partners Inc., and Hillier Architecture  
General Contractor: Swinerton Builders  
Contact Name/Number: Rick Bischoff (559) 291-4358  
Contract Amount: \$8,743,031.00  
Scope of Work: Foundations, slabs, shear walls, slab on pan deck, concrete pads, cast in place curbs and gutters, stairs, landings, trash enclosures, bands, and paving  
Completion Date: February 2009
2.  
Name of Project: One Rincon Hill  
Project's Address: 425 First Street, San Francisco  
Owner: One Rincon Development LLC  
Architect: Solomon Cordwell Buenz & Associates  
General Contractor: Bovis Lend Lease  
Contact Name/Number: Joseph Almirantearena (415) 839-1035  
Contract Amount: \$2,958,009.00  
Scope of Work: Site Concrete  
Completion Date: March 2009
3.  
Name of Project: Andrew Hill High School  
Project's Address: 3200 Senter Road, San Jose  
Owner: East Side Union High School District  
Architect: Perkins & Will  
General Contractor: Blach Construction  
Contact Name/Number: Bryan Rosevear (408) 244-7100  
Contract Amount: \$3,952,203.00  
Scope of Work: Concrete, Grading & Paving and Demolition  
Completion Date: January 2009
4.  
Name of Project: North Main Street Improvements  
Project's Address: North Main Street – Weller to Carlo Street  
Owner: City of Milpitas  
Architect: BKE  
General Contractor: Joseph J. Albanese, Inc.  
Contact Name/Number: City of Milpitas (408) 586-3100  
Contract Amount: \$2,207,943.00  
Scope of Work: Grading & Paving, concrete, earthwork, underground, landscaping, and electrical  
Completion Date: April 2009







*Department of Public Works*

CITY FACILITIES ARCHITECTURAL SERVICES DIVISION

May 22, 2009

**ADDENDUM NO. 1  
FOR  
LOWER SILVER CREEK TRAIL REACH 7 – SILVERSTONE PLACE**

Notice is hereby given that the following revisions, additions, and/or deletions are hereby made a part of and incorporated into the plans and specifications for the Lower Silver Creek Trail Reach 7 – Silverstone Place.

**BID DOCUMENTS**

**PROPOSAL TO CITY OF SAN JOSE**

**SCHEDULE OF QUANTITIES:**

**DELETE:** The Schedule of Quantities

**REPLACE:** with the Attached Schedule of Quantities

**CONTRACT**

**SCHEDULE OF QUANTITIES:**

**DELETE:** The Schedule of Quantities

**REPLACE:** with the Attached Schedule of Quantities

**SPECIFICATIONS**

**SECTION 10- 2.4.4 PAYMENT FOR STORM WATER POLLUTION PREVENTION**

**DELETE** paragraph 2: The contract lump sum price paid for Storm Water Pollution Prevention .....

**REPLACE** with the following: Payment for Storm Water Pollution Prevention shall comply with the Storm Water Pollution Prevention Plan (SWPPP) Appendix and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Storm Water Pollution Prevention as specified herein, including compensation for Temporary Erosion and Sediment Control to the satisfaction of the Engineer in accordance to the Plans and Specifications for the contract fixed lump sum price.

**SECTION 10-9 ASPHALT CONCRETE – TRAIL IMPROVEMENTS**

**ADD** the following: 10-9.3.10 TRAFFIC STRIPING: shall be in accordance with SECTION 84-1.05 Striping Pattern for Single Traffic Striping and SECTION 84-3 Painted Traffic Strips and Pavement Markings of the City of San Jose Standard Specifications July 1992..



## LOWER SILVER CREEK TRAIL REACH 7 – SILVERSTONE PLACE

ITEM	SPECIFICATION SECTION	DESCRIPTION OF ITEM	TOTAL
1.	10-2	MOBILIZATION	
2.	10-2	UTILITY CONFLICT WORK (Revocable)	\$23,500 (Fixed Lump Sum)
3.	10-2	STORM WATER POLLUTION PREVENTION	\$19,500 (Fixed Lump Sum)
4.	10-2	EMERGENCY EROSION & SEDIMENT CONTROL (Revocable)	\$1,700 (Fixed Lump Sum)
5.	10-2, 10-3	SITE PREPARATION	
6.	10-3	EARTHWORK AND GRADING	
7.	10-4	TRAFFIC CONTROL	
8.	10-6	COMPACTED BASE ROCK PAVING	
9.	10-7	IRRIGATION SYSTEM	
10.	10-6, 10-8, 10-12	CONCRETE WORK	
11.	10-6, 10-9	ASPHALT CONCRETE WORK	
12.	10-11	ELECTRICAL WORK	
13.	10-14	PLANTING	
14.	10-6, 10-8, 10-12, 10-13	MISCELLANEOUS ITEMS	
15.	10-17	60 CALENDAR DAY MAINTENANCE PERIOD	
		<b>TOTAL BASE BID AMOUNT (ITEMS 1 THROUGH 15 INCLUSIVE) FOR THE LUMP SUM TOTAL OF:&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;&gt;</b> <b>&gt;</b>	

**NOTE TO BIDDERS:**

**The Bidder's Bond shall be at least 10% of the TOTAL BID AMOUNT.**



**SCHEDULING**

1.	10-2	UTILITY CONFLICT WORK (Revocable)	\$23,500 (Fixed Lump Sum)
2.	10-2	STORM WATER POLLUTION PREVENTION	\$19,500 (Fixed Lump Sum)
3.	10-2	EMERGENCY EROSION & SEDIMENT CONTROL (Revocable)	\$1,700 (Fixed Lump Sum)



Subject: Lower Silver Creek Trail Reach 7 – Silverstone Place \_ Addendum No. 1  
May 22, 2009  
Page 2

**SECTION 10-18 PAY ITEMS**


**DELETE :** Item 3) Payment for WATER POLLUTION PREVENTION PLAN .....

**REPLACE** with the following: Item 3) Payment for STORM WATER POLLUTION  
PREVENTION .....

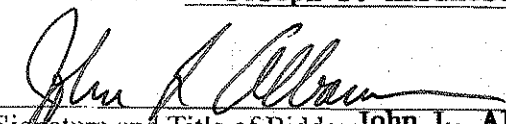
**INSTRUCTIONS**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with bid documents shall not relieve the bidder of the obligation to include this addendum to the bid proposal.

APPROVED BY:

  
KATHERINE JENSEN  
Division Manager  
City Facilities Architectural Services Division  
Department of Public Works

Bidder's Name Joseph J. Albanese, Inc.

  
Signature and Title of Bidder John L. Albanese, President

05/26/2009

Date

KJ:jp:an

Addendum No. 1 \_ Lower Silver Creek Trail Reach 7 – Silverstone Place

